

FORM APPROVED COUNTY COUNSEL 3/8/16
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

171



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
 March 17, 2016

SUBJECT: Ratify and Approve Memorandum of Understanding with the City of Moreno Valley which Provides for Operation of the Moreno Valley Employment Resource Center for Program Years 2015/16 – 2019/20, All Districts, [\$1,757,875] WIOA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Memorandum of Understanding (MOU) between the City of Moreno Valley and the County of Riverside (County), for Program years 2015/2016 – 2019/2020 which provides for operation of the Moreno Valley Employment Resource Center (ERC); this is a non-financial MOU for the period of January 1, 2016 through December 31, 2019.
2. Authorize the Assistant County Executive Officer/EDA, or designee, to execute the attached MOU; and

(Continued)

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 334,889	\$ 327,706	\$ 1,757,875	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: WIOA (previously approved budget)				Budget Adjustment: No	
				For Fiscal Year: 2015/16-2019/20	

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: March 29, 2016
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: | District: All | Agenda Number:

A-30
 4/5
 Vote

Positions Added
 Change Order

FORM 11: Ratify and Approve Memorandum of Understanding with the City of Moreno Valley which Provides for Operation of the Moreno Valley Employment Resource Center for Program Years 2015/16 – 2019/20, All Districts, [\$1,757,875] WIOA

DATE: March 17, 2016

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RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the attached MOU, including, but not limited to negotiating and executing subsequent essential and relevant documents and agreements during the term of the MOU, and any subsequent amendments, provided that all documents, agreements and amendments are approved as to form by County Counsel.

BACKGROUND:

Summary

During the height of the Great Recession in 2009, the City of Moreno Valley created the Moreno Valley Employment Resource Center (ERC) in response to a growing unemployment rate. Operated in partnership with the County of Riverside Economic Development Agency/Workforce Development Division, the Moreno Valley ERC serves as a one-stop job resource center providing workforce development services to those seeking employment and to local employers seeking to hire qualified candidates.

Located at 12625 Frederick Street, Suite K-3, in the TownGate Center, the ERC is open to the public Monday-Thursday and every other Friday from 8 a.m. to 5 p.m. In PY2014-15, the ERC served over 12,000 individual customers and provided over 33,000 service contacts. Services provided may include, but are not limited to:

1. Computer, Internet, and Fax Machine Access
2. Job Boards
3. Skills Workshops
4. Resume and Mock Interviewing Support
5. Job Recruitment Fairs
6. Candidate Screening and Interviewing

The MOU outlines the responsibilities of the City of Moreno Valley and the County in the operations of the Moreno Valley ERC. Under the terms of the MOU, the City will provide a location to host the ERC, pay for the day-to-day operating costs at the facility (e.g. utilities, computers, and program supplies), and will provide a temporary part-time City employee, all funded by the City's Community Development Block Grant (CDBG) program. The County will provide workforce development expertise in the way of three full-time staff members, oversees the day-to-day operations of the facility, host events such as job fairs and recruitments, provide workshops, establish and maintain working relationships with local employers, and track participant data and use through the County workforce databases.

Staff recommends ratification and approval of the attached Memorandum of Understanding.

Impact on Citizens and Businesses

In PY2014-15, the ERC served over 12,000 individual customers and provided over 33,000 service contacts. Since opening its doors, the ERC has been at the forefront of reducing the unemployment rate that peaked at 17.5% during the height of the Great Recession to the current 6.7%, effectively succeeding in putting thousands of County of Riverside residents from Moreno Valley back to work and improving the quality of life for job seekers and their families. The ERC partnership has also played a critical role in the implementation of the City of Moreno Valley's "Hire MoVal" strategy, which offers Moreno Valley businesses the opportunity to utilize the ERC for job fairs and announcements as well as electric rate discounts to employers who hire Moreno Valley residents.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Workforce Development Division

FORM 11: Ratify and Approve Memorandum of Understanding with the City of Moreno Valley which Provides for Operation of the Moreno Valley Employment Resource Center for Program Years 2015/16 – 2019/20, All Districts, [\$1,757,875] WIOA

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SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact to the County with this Form 11.

Contract History and Price Reasonableness

This is the initial agreement with the City of Moreno Valley for this type of project. The City of Moreno Valley has agreed to provide and pay for a facility to host the ERC within Moreno Valley city limits, and provide for all operating and maintenance expenses, including utilities and site security.

Attachment

Memorandum of Understanding, Program Years 2015/2016 – 2019/2020 which provides for the operation of the Moreno Valley ERC.

**MEMORANDUM OF
UNDERSTANDING**

between

County of Riverside Economic Development Agency/
Workforce Development Division

and

City of Moreno Valley/Economic Development Department

This Memorandum of Understanding (“MOU”) is made and entered into the 1st day of January 2016, by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division (collectively “County”), and the City of Moreno Valley, a local government agency located in Riverside County, by and through its Economic Development Department (collectively “City”). The County and City are collectively referred to herein as the “Parties.”

1. Purpose

This MOU outlines the agreement between the Parties to provide workforce development services such as job recruitment and employment training programs to job seekers and employers at the Moreno Valley Employment Resource Center (ERC). The ERC is currently located at 12625 Frederick Street, Suite K-3, Moreno Valley, CA 92553.

2. Background

Created in 2009, the Moreno Valley ERC is a one-stop job resource center offered by the City of Moreno Valley in partnership with the Riverside County Workforce Development Center. The mission of the Moreno Valley ERC is to provide high quality workforce development services such as job recruitment, workshops, and training assistance to job seekers and employers in a professional and highly responsive environment.

3. Party Obligations

Through the County and City partnership set forth in this MOU, the Parties will cooperate to provide high quality workforce development services such as job recruitment, workshops, and training assistance to job seekers and employers in a professional and highly responsive environment.

The Parties shall work together and perform as follows:

A. County Obligations

The County agrees as follows:

- a. Oversee the day-to-day operations of the ERC facility in Moreno Valley;
- b. Provide a minimum of three (3) full-time employees assigned solely to the ERC, including an onsite staff supervisor/coordinator.
- c. Ensure that the ERC remain open during regularly posted business hours: Monday-

Thursday 8:00 a.m.-5:00 p.m. and every other Friday. Any changes to the hours of operation must be approved by both Parties. Post signage announcing holiday closures;

- d. Coordinate staff schedules to ensure adequate coverage, including the coordination of City and County holidays;
- e. Oversee staff training programs;
- f. Maintain a professional and customer focused work environment;
- g. Recruit, coordinate, and supervise all volunteers. Volunteers must pass a background check and be at least 18 years of age and/or be enrolled in a State and Federal program;
- h. Report any and all issues concerning facilities and equipment (including but not limited to bathrooms, computers, copiers, and fax machine) to the City by the close of the business day in which the issue was discovered;
- i. Coordinate and maintain professional relationships with Moreno Valley employers including staffing agencies, giving priority to the former;
- j. Assist in the advertising of services to potential job seekers and employers, including posting on RivCojobs.com;
- k. Oversee the planning and execution of workforce development programs and services for job seekers such as workshops and trainings;
- l. Report to the City all potential job recruitments at least five business days from the event;
- m. Direct all media inquiries to the City, including but not limited to newspaper, radio, and television outlets;
- n. Assist with special events, job fairs, and or recruitments and provide program flyers to advertise these events;
- o. Assist with the coordination and collection of participant information for Community Development Block Grant (CDBG) program and tracking purposes via the County Virtual One Stop (VOS) and RivCo system; and
- p. Assist with identifying, applying, and reporting for all grant funds.

B. City Obligations

The City agrees as follows:

The City shall perform the following obligations and/or cause the following obligations to be performed:

- a. Provide and pay for a facility to host the ERC within Moreno Valley city limits;
- b. Provide for the monthly operating expenses, including utilities and site security;
- c. Provide one (1) management level site coordinator to serve as a liaison between the City and the County;
- d. Provide one (1) part-time Temporary Office Assistant assigned solely to the ERC, pending CDBG funding;
- e. Serve as the liaison between the ERC and the property manager/owner;
- f. Coordinate the purchase of office and janitorial supplies;
- g. Coordinate all maintenance and/or facility repairs; and
Maintain all financial records for CDBG funded expenses and reporting.

4. County Not Obligated for Any Costs

The City acknowledges and agrees that the County shall not be liable for any costs incurred by the City, including any of its affiliates in connection with the administration and/or implementation of the Moreno Valley Employment Resource Center or any related partnership or program.

The City further acknowledges and agrees that the County shall not be liable in any way for payment of any costs, fees, wages or any other amounts to be paid to any party arising out of or related to (i) the Moreno Valley Employment Resource Center provided pursuant to this MOU, (ii) the administration and/or implementation of the Moreno Valley Employment Resource Center, and/or (iii) this MOU.

5. General Terms

It is further mutually agreed by the Parties as follows:

A. Insurance

Without limiting or diminishing the City's obligation to indemnify or hold the County harmless, the City shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the Insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

a. Workers' Compensation:

If the City has employees as defined by the State of California, the City shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the City's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then the City shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

d. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The City must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, the City's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this MOU with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) The City shall cause the City's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that ninety (90) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The City shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the

insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the City's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this MOU or any extension thereof, there is a material change in the obligations of the Parties; or, there is a material change in the equipment to be used in the performance of the obligation of the Parties; or, the term of this MOU, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this MOU, if in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the City has become inadequate.

6) The City shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.

7) The insurance requirements contained in this MOU may be met with a program(s) of self-insurance acceptable to the County.

8) The City agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

B. Indemnity

a. The City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, claims, damage or action whatsoever, based or asserted upon any acts, services, misconduct or obligations of the City, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death. The City shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the City, the City shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the City's indemnification to County Indemnitees as set forth herein.

The City's obligation hereunder shall be satisfied when the City has provided to County the appropriate form of dismissal relieving the County from any liability for the action or claim involved.

The specified insurance limits required in this MOU shall in no way limit or circumscribe the City obligations to indemnify and hold harmless the County Indemnitees herein from third party claims.

- b. The County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, claims, damage or action whatsoever, based or asserted upon any acts, services, misconduct or obligations of the County, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death. The County shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the City Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the County, the County shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the County's indemnification to City Indemnitees as set forth herein.

The County's obligation hereunder shall be satisfied when the County has provided to City the appropriate form of dismissal relieving the City from any liability for the action or claim involved.

The specified insurance limits required in this MOU shall in no way limit or circumscribe the County obligations to indemnify and hold harmless the City Indemnitees herein from third party claims.

C. Alternative Dispute

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

D. Notices

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are

deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: County of Riverside Economic Development Agency/
Workforce Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attn: Heidi Marshall, Director of Workforce Development

City: City of Moreno Valley
Economic Development Department
14177 Frederick Street
Moreno Valley, CA, 92552
Attn: Mike Lee, Economic Development Director

E. Termination

Either party may terminate this MOU for any reason by giving the designated representative of the other party thirty (30) days written notice. Except as otherwise provided herein, upon termination of this MOU, neither party shall have any obligation to other.

F. Legal Authority

Nothing in this MOU binds the County or City to perform any action that is beyond its legal authority.

G. Conflict of Interest

No member, official or employee of the County or City shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

H. Confidentiality

- a. The City shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- b. The City shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. The City shall not

use such information for any purpose other than carrying out the City's obligations under this MOU. The City shall promptly transmit in writing to the County all third party requests for disclosure of such information. The City shall not disclose, except as otherwise specifically permitted by this MOU or by law, any such information to anyone other than to the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

I. Interpretation and Governing Law; Severability

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to any businesses or individuals participating in the Moreno Valley Employment Resource Center, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

K. Section Headings

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

L. Compliance with Laws and Regulations

By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

M. Waiver

Any waiver by the County of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any

other term of this MOU. Failure on the part of the County to require exact, full and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing the County from enforcement of the terms of this MOU.

N. Authority to Execute

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

O. Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

P. Administration/MOU Liaison

The Assistant County Executive Officer of the Economic Development Agency, or designee, shall administer this MOU on behalf of the County.

Q. Assignment

The City shall not delegate or assign any interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the County.

R. Effective Date; Term

The term of this MOU shall commence on the date of the last signature below ("Effective Date") and shall continue for 48 months ("Term"), unless extended by written mutual agreement of the Parties or terminated earlier.

S. Entire MOU

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amounts to or clarification necessary to this MOU shall be in writing and acknowledged by all Parties to the MOU.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives

to execute this MOU as of the dates written below.

<p>“COUNTY”</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division</p> <p>By: _____ Heidi Marshall Director of Workforce Development</p> <p>Date: _____</p>	<p>“CITY”</p> <p>CITY OF MORENO VALLEY, a local government agency located in Riverside County, by and through its Economic Development Department</p> <p>By: <u>Mike Lee</u> Mike Lee Economic Development Director</p> <p>Date: _____</p>
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APPROVED AS TO FORM

GREGORY P. PRIAMOS
County Counsel

By: Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

APPROVED AS TO FORM

DATE 11-30-11

BY [Signature]
CITY ATTORNEY
CITY OF MORENO VALLEY